

Stephen G. Wilcox
State Bar Number 21454300
WILCOX LAW, PLLC
P.O. Box 201849
Arlington, TX 76006
(817) 870-1694 Telephone
swilcox@wilcoxlaw.net

ATTORNEY FOR TD BANK, N.A., SUCCESSOR IN INTEREST TO TD AUTO FINANCE LLC

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

IN RE:	§	
	§	
BYRON WALKER,	§	CASE NO. 25-40278-MXM-13
DEBTOR,	§	
	§	
TD BANK, N.A., SUCCESSOR IN	§	
INTEREST TO TD AUTO FINANCE LLC,	§	
MOVANT,	§	
	§	
VS.	§	A Hearing on the Motion for
	§	Relief from the Automatic Stay
BYRON WALKER,	§	or, in the Alternative, Request
RESPONDENT.	§	for Adequate Protection set:
	§	MARCH 27, 2025 AT 9:30 AM

MOTION FOR RELIEF FROM THE AUTOMATIC STAY
OR, IN THE ALTERNATIVE, REQUEST FOR ADEQUATE PROTECTION

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

COMES NOW, TD Bank, N.A., successor in interest to TD Auto Finance LLC ("TD Bank"), complaining of Byron Walker ("Debtor") and for cause of action would respectfully show the Court as follows:

1. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 157 and 11 U.S.C. § 362. This is a core proceeding.
2. TD Bank is a corporation doing business in Texas. Debtor may be served at 1206 Delmarva Court, Granbury, TX 76048.
3. Debtor filed a petition pursuant to Chapter 13 of Title 11 on or about January 24, 2025. An Order for Relief was subsequently entered.
4. TD Bank is a secured creditor of the above-referenced Debtor by virtue of a purchase money security interest in a 2023 Dodge Ram 2500, Vehicle Identification Number 3C6UR5CL2PG569312 (the "Vehicle 1").

5. TD Bank is also a secured creditor of the above-referenced Debtor by virtue of a purchase money security interest in a 2023 Dodge Ram 2500, Vehicle Identification Number 3C6UR5CL4PG569313 (the "Vehicle 2" and collectively with Vehicle 1, the "Collateral").

WITH REGARD TO THE 2023 DODGE RAM 2500, VIN ENDING IN 9312

6. As of February 26, 2025, TD Bank was owed the net contractual balance of \$58,815.42 with regard to Vehicle 1. The contractual monthly payments on the account are \$1,596.20 each. As of February 26, 2025, the account was contractually due for the January 25, 2025 payment and all payments due since that time. Total contractual arrears due as of February 26, 2025 were \$3,180.81.

7. Adequate Protection payments set forth in the Chapter 13 Plan are too low. The retail value is \$50,775.00. A true and correct copy of the J.D. Power valuations page is attached hereto as Exhibit "A" and incorporated herein by reference. Based on this value, adequate protection per the Local Rules should be \$634.69. Further, based on Debtor's alleged value of \$30,000.00, Debtor is alleging that the collateral is depreciating considerably faster than the average depreciation on Vehicle 1

WITH REGARD TO THE 2023 DODGE RAM 2500, VIN ENDING IN 9313

8. As of February 26, 2025, TD Bank was owed the net contractual balance of \$44,432.97 with regard to Vehicle 2. The monthly contractual payments on the account are \$1,219.29 each. As of January 29, 2025, the account was contractually due for the January 26, 2025 payment and all payments due since that time. Total contractual arrears due as of February 26, 2025 were \$2,438.58.

9. Adequate Protection payments set forth in the Chapter 13 Plan are too low. The retail value is \$50,775.00. A true and correct copy of the J.D. Power valuations page is attached hereto as Exhibit "B" and incorporated herein by reference. Based on this value, adequate protection per the Local Rules should be \$634.69. Further, based on Debtor's alleged value of \$30,000.00, Debtor is alleging that the collateral is depreciating considerably faster than the average depreciation on Vehicle 2.

WITH REGARD TO BOTH VEHICLES

10. But for the automatic stay, TD Bank could and would foreclose its lien on the Collateral in which it holds a security interest.

11. TD Bank does not have and Debtor is not able to offer adequate protection of TD Bank's interest in the Collateral securing TD Bank's debt.

12. Per Debtor's Schedules, Debtor has no equity in the Collateral.

13. The Collateral is not necessary to an effective reorganization.

14. Cause exists to terminate the automatic stay because of Debtor's failure to adequately protect TD Bank's interest in the Collateral.

15. Further cause may exist to terminate the automatic stay if the Collateral is not properly insured. TD Bank does not have proof of current insurance listing TD Bank as loss payee.

16. Because the collateral described herein depreciates and may not be insured, any Order either terminating or conditioning the automatic stay should be effective immediately and there should be no stay of the Order for fourteen days after the entry of the Order.

WHEREFORE, PREMISES CONSIDERED, TD Bank, N.A., successor in interest to TD Auto Finance LLC prays for:

1. An Order of this Court granting TD Bank relief from the automatic stay imposed pursuant to 11 U.S.C. § 362;

2. An Order of this Court authorizing TD Bank to take immediate possession of the Collateral which is the subject of this Motion and foreclose its lien on the Collateral without further notice to the Debtor, the Trustee, or any other party in interest and authorizing TD Bank to obtain all writs and other court Orders necessary to obtain possession of its Collateral if it is not voluntarily surrendered;

3. In the alternative, an Order of this Court requiring Debtor to provide TD Bank with adequate protection of its interest in the Collateral, including costs and attorney's fees;

4. An Order of this Court finding that any Order entered with regard to this Motion should be effective immediately upon its entry and should not be stayed for fourteen days following the entry of said Order; and

5. For such other and further relief, both general and specific, to which TD Bank may show itself justly entitled.

Respectfully submitted,

/s/ Stephen G. Wilcox

Stephen G. Wilcox

State Bar Number 21454300

WILCOX LAW, PLLC

P.O. Box 201849

Arlington, TX 76006

(817) 870-1694 Telephone

swilcox@wilcoxlaw.net

ATTORNEY FOR TD BANK, N.A.,

SUCCESSOR IN INTEREST TO

TD AUTO FINANCE LLC

NOTICE REGARDING REQUIRED ANSWER

PURSUANT TO LOCAL BANKRUPTCY RULE 4001-1(b), A RESPONSE IS REQUIRED TO THIS MOTION, OR THE ALLEGATIONS IN THE MOTION MAY BE DEEMED ADMITTED, AND AN ORDER GRANTING THE RELIEF SOUGHT MAY BE ENTERED BY DEFAULT.

ANY RESPONSE SHALL BE IN WRITING AND FILED WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT AT ELDON B. MAHON U.S. COURTHOUSE, 501 W. 10TH ST., FORT WORTH, TX 76102-3643 BEFORE CLOSE OF BUSINESS OF MARCH 14, 2025, WHICH IS AT LEAST 14 DAYS FROM THE DATE OF SERVICE HEREOF. A COPY SHALL BE SERVED UPON COUNSEL FOR THE MOVING PARTY AND ANY TRUSTEE OR EXAMINER APPOINTED IN THE CASE. ANY RESPONSE SHALL INCLUDE A DETAILED AND COMPREHENSIVE STATEMENT AS TO HOW THE MOVANT CAN BE “ADEQUATELY PROTECTED” IF THE STAY IS TO BE CONTINUED.

CERTIFICATE OF CONFERENCE

I, the undersigned, hereby certify that prior to the filing of this Motion, I did the following: My office contacted Debtor’s attorney and was advised there was opposition to the Motion.

/s/ Stephen G. Wilcox
Stephen G. Wilcox

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing Motion for Relief from the Automatic Stay, or, in the Alternative, Request for Adequate Protection was served by FIRST CLASS MAIL, POSTAGE PREPAID on:

Byron Walker
1206 Delmarva Court
Granbury, TX 76048

and by ELECTRONIC FILING on:

Eric Maskell
Allmand Law Firm, PLLC
860 Airport Frwy., Suite 401
Hurst, TX 76054

Pam Bassel
860 Airport Frwy., Suite 150
Hurst, TX 76054

Office of the U.S. Trustee
1100 Commerce, Room 976
Dallas, TX 75242

on February 28, 2025.

/s/ Stephen G. Wilcox
Stephen G. Wilcox

SUMMARY OF EXHIBITS

1. Motor Vehicle Retail Installment Sales Contract dated April 10, 2023 on a 2023 Dodge Ram 2500, Vehicle Identification Number 3C6UR5CL2PG569312
2. Certificate of Title on a 2023 Dodge Ram 2500, Vehicle Identification Number 3C6UR5CL2PG569312
3. Motor Vehicle Retail Installment Sales Contract dated April 26, 2023 on a 2023 Dodge Ram 2500, Vehicle Identification Number 3C6UR5CL4PG569313
4. Certificate of Title on a 2023 Dodge Ram 2500, Vehicle Identification Number 3C6UR5CL4PG569313
5. Affidavit of David L,. Tagliaferri

*Copies of Exhibits are available by written request to:

Kim Raudry
Wilcox Law, P.L.L.C.
P.O. Box 201849
Arlington, TX 76006
kraudry@wilcoxlaw.net

953-03937-604024